"one who combines with others in a partnership enterprise becomes bound for the payment of the partnership debts. * * * In certain circumstances it [the partnership] may become subject to the exercise of the powers of a court of bankruptcy, where its resources will be gathered in to satisfy the claims of creditors. One of those resources is the liability of the partner, for which his individual property stands charged. * * * These consequences of partnership are not derived from the bankrupt act, but from the general law; and a partner is not relieved from them by his exemption from an adjudication of bankruptcy." In *in re Stokes,* 106 Fed. 312, it was distinctly held that the assignee of one of the partners could be compelled to turn over the individual property of that partner to the trustee in bankruptcy of the partnership, notwithstanding the fact that such partner had not been adjudicated a bankrupt.

BILLS AND NOTES—LIABILITY OF INDORSER OF NON-NEGOTIABLE NOTE.—Several teachers executed their non-negotiable promissory notes payable to one Sharpe, therein authorizing the county superintendent to deduct the amount of said notes from their salaries. The notes were indorsed by the superintendent and subsequently purchased by the plaintiff for a valuable consideration. The original considerations for the several notes having failed, action was brought against the superintendent as indorser. *Held,* that the indorser of a non-negotiable note is liable to the indorsee to the same extent as the indorser of a negotiable note. *Bank of Luverne* v. *Sharpe* (1907), — Ala. —, 44 So. Rep. 871.

In a majority of states the indorsement or assignment of a non-negotiable instrument is merely a transfer of its legal and equitable title, and carries with it no guaranty, *Kendall* v. *Parker,* 103 Cal. 319; *Story* v. *Lamb,* 52 Mich. 525; *Shaffstall* v. *McDaniel,* 152 Pa. St. 598; *Wilson* v. *Mullen,* 3 McCord (S. C.) 236; *Whiteman* v. *Childress,* 6 Humph. (Tenn.) 303; unless an intention to guarantee the payment may be inferred, *First National Bank of San Diego* v. *Falkenhan,* 94 Cal. 141; or an express promise to be responsible for its payment is given. *Shaffstall* v. *McDaniel,* supra; *Wilson* v. *Mullen,* supra. In other states the liability of the assignor is analogous to that of an irregular indorser of a negotiable instrument. *Prentiss* v. *Danielson,* 5 Conn. 175; *Sweetser* v. *French,* 13 Met. (Mass.) 262. In New York the assignment is a direct and positive undertaking on the part of the indorser. *Cromwell* v. *Hewitt,* 40 N. Y. 491. In Ohio it is a collateral undertaking, and payment must be demanded and notice given as upon negotiable paper. *Parker* v. *Riddle,* 11 Ohio 103. In many states the subject is regulated by statute. *National Bank* v. *Leonard,* 91 Ga. 805; *Wilson* v. *Ralph,* 3 Iowa 450; *Samstag* v. *Conley,* 64 Mo. 476.

BILLS AND NOTES—LIABILITY OF IRREGULAR INDORSER.—A promissory note was indorsed by the defendants before its delivery to the plaintiff by the maker. The maker having failed to pay the note, this suit was brought without notice to the defendants of its non-payment. *Held,* under 95 Ohio Laws 162, that a person so placing his name on the back of the paper by blank in-